

AGREEMENT

WesternGeco LLC, a Delaware corporation with its principal place of business at 10001 Richmond Avenue, Houston, Texas ("WesternGeco"), a wholly owned subsidiary of Schlumberger Seismic, Inc. and Schlumberger Technology Corporation (collectively, the "parent companies") by its undersigned attorneys, pursuant to authority granted by its Management Committee, and the United States Attorney's Office for the Southern District of Texas (the "USAO SDTX"), enter into this Agreement in resolution of the investigation into WesternGeco's fraudulent practice in directing certain foreign employees to obtain United States visas by falsely representing to the United States the nature and/or place of employment in staffing WesternGeco's seismic vessels operating on the United States Outer Continental Shelf (OCS).

1. WesternGeco accepts and acknowledges that, if it breaches the terms and conditions of this Agreement, as governed by Paragraph 11, the USAO SDTX may file criminal charges in the United States District Court for the Southern District of Texas charging WesternGeco with conspiracy to violate U.S. visa laws, in violation of Title 18, United States Code, Sections 371, 1546 (a), and (b).

2. WesternGeco accepts and acknowledges responsibility for the behavior set forth in the Statement of Facts, attached hereto as Annex A and incorporated herein by reference, by entering into this Agreement and by, among other things, the remedial actions that it has taken to date, its continuing commitment of full cooperation as provided for herein, its agreement to pay a monetary penalty and reimburse the costs for the investigation, and the other undertakings it has made as set forth herein. WesternGeco agrees it will not contest the admissibility into evidence of the Statement of Facts in any subsequent criminal proceedings occurring in the event of a breach of this Agreement.

3. WesternGeco expressly agrees that it shall not, through its present or future attorneys, management committee, agents, officers, or management employees, make any public statement contradicting any statement of fact contained in the Statement of Facts. Any such contradictory public statement by WesternGeco, its present or future attorneys, management committee, agents, officers, or management employees or its parent companies' attorneys, board of directors, agents, officers, or management employees, shall constitute a breach of this Agreement as governed by paragraph 11 of this Agreement, and WesternGeco would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to WesternGeco for the purpose of determining whether WesternGeco has breached this Agreement shall be at the sole discretion of the USAO SDTX. Should the USAO SDTX decide to notify WesternGeco of any public statement by any such person that it believes in whole or in part contradicts a statement of fact contained in the Statement of Facts, WesternGeco may avoid breach of this Agreement by publicly repudiating such statement within 48 hours after such notification. WesternGeco agrees that in the event that future criminal proceedings were to be brought in accordance with Paragraphs 11 and 13 of this Agreement, WesternGeco will not contest the admissibility of the Statement of Facts in any such proceedings. The notification contemplated in Paragraphs 3 and 11 shall be satisfied by sending notice by certified mail, return receipt requested, to (1) General Counsel, WesternGeco L.L.C., 10001 Richmond Avenue, Houston, Texas 77042 and (2) Hugh E. Tanner, Fulbright & Jaworski L.L.P., 1301 McKinney Street, Suite 5100, Houston, Texas 77010.

4. Consistent with WesternGeco's obligations as set forth above, WesternGeco shall be permitted to raise and support defenses and/or assert and support affirmative claims in any civil and regulatory proceedings relating to the matters set forth in the Statement of Facts.

5. WesternGeco agrees to cooperate fully with the USAO SDTX, and with any other agency designated by the USAO SDTX, regarding this investigation. WesternGeco's agreement to cooperate shall extend until the completion of the USAO SDTX's investigation of any criminal activity relating to fraudulent visa practices and any other matters disclosed to the USAO SDTX by WesternGeco or until the expiration of the period during which this Agreement is in effect, whichever occurs first.

6. WesternGeco agrees that its cooperation, as agreed to in Paragraph 5 above, shall include, but is not limited to, the following:

(a) Completely and truthfully disclosing all information as may be requested by the USAO SDTX with respect to the activities of WesternGeco and its parent companies and affiliates, and its present and former officers, agents, and employees, concerning this investigation;

(b) Assembling, organizing, and providing on request from the USAO SDTX, all documents, records, or other tangible evidence in WesternGeco's possession, custody, or control;

(c) Not asserting a claim of attorney-client or work-product privilege as to any documents, information, or testimony requested by the USAO SDTX related to factual internal investigations or contemporaneous advice given to WesternGeco concerning this investigation. In making production of any such documents, WesternGeco neither expressly nor implicitly waives its right to assert any privilege with respect to the produced documents or the subject matters thereof that is available under law against non-parties to this Agreement.

(d) Using its best efforts to make its employees available to provide information and/or testimony as requested by the USAO SDTX, including sworn testimony before a federal grand jury or in federal trials, as well as interviews with federal law enforcement authorities. Cooperation under this paragraph will include identification of witnesses who, to

WesternGeco's knowledge, may have material information regarding the matters under investigation.

(e) Using its best efforts to make available for interviews, or for testimony, present or former WesternGeco and its parent companies' officers, directors, and employees as requested by the USAO SDTX.

(f) Providing testimony and other information deemed necessary by the USAO SDTX or a court to identify or establish the original location, authenticity, or other evidentiary foundation necessary to admit into evidence documents in any criminal or other proceeding as requested by the USAO SDTX.

(g) Providing load charts and crew lists for WesternGeco controlled vessels operating on the OCS and access to the visa compliance data base to ensure all foreign employees are lawfully present and possess the appropriate visa.

7. Within 45 days of execution of this Agreement, WesternGeco agrees to pay Eighteen Million Dollars (\$18,000,000) to the United States Postal Inspection Service as a monetary penalty, and One Million Six Hundred Thousand Dollars (\$1,600,000) as reimbursement for the costs of the investigation to be equitably shared by the United States Department of State - Diplomatic Security Service, the United States Postal Inspection Service, the Internal Revenue Service - Criminal Investigation, the United States Department of Labor - Office of Inspector General, and the United States Federal Bureau of Investigation.

8. In light of WesternGeco's remedial actions to date and its willingness to: (i) acknowledge responsibility for its behavior; (ii) continue its cooperation with the USAO SDTX, and other governmental regulatory agencies; (iii) demonstrate its future good conduct and full compliance with United States visa and immigration laws and regulations and the Outer Continental Shelf Lands Act Amendment (OCSLA); and (iv) consent to payment of the

monetary penalty and sum for reimbursement set forth in paragraph 7 above, the USAO SDTX shall defer any prosecution of WesternGeco pursuant to paragraph 1.

9. The USAO SDTX agrees that if WesternGeco is in full compliance with all of its obligations under this Agreement for 12 months from the date of this Agreement, this Agreement shall expire and no prosecution arising from this investigation shall ensue.

10. Except in the event of a breach of this Agreement, all prosecutions relating to the matters set forth in the Statement of Facts that have been, or could have been, conducted by the USAO SDTX prior to the date of this Agreement shall not be pursued further as to WesternGeco, its parent companies, subsidiaries, related entities, affiliates and divisions and their respective predecessors, successors and assigns. The signatories to this Agreement represent that they are aware of no other investigations relating to WesternGeco's unlawful visa practices as described in the Statement of Facts or to any criminal activities arising from such unlawful visa practices as of the signing of this Agreement.

11. Should the USAO SDTX determine that WesternGeco has committed a willful and knowingly material breach of any provision of this Agreement, the USAO SDTX shall provide written notice to WesternGeco of the alleged breach and provide WesternGeco with a two-week period in which to request an opportunity to demonstrate to the USAO SDTX that no breach has occurred, or, to the extent applicable, that the breach is not willful or knowingly material or has been cured. The parties hereto expressly understand and agree that should WesternGeco fail to request an audience with the USAO SDTX within a two-week period, it shall be conclusively presumed that WesternGeco is in willful and material breach of this Agreement. The parties further understand and agree that the USAO SDTX's exercise of discretion under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution of WesternGeco, such prosecution may be premised upon any information provided by or on behalf of WesternGeco to the USAO SDTX or

other government agency at any time, unless otherwise agreed when the information was provided.

12. WesternGeco shall expressly waive all rights to a speedy trial of proceedings arising out of this investigation pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Southern District of Texas for the period that this Agreement is in effect.

13. In the event of a willful and knowing material breach of this Agreement, any prosecution of WesternGeco relating to fraudulent visa practices or any crime arising therefrom that is not time-barred by the applicable statute of limitations as of the date of this Agreement may be commenced against WesternGeco notwithstanding the expiration of any applicable statute of limitations during the deferred prosecution period and up to the determination of any such willful and knowingly material breach. WesternGeco knowingly and voluntarily waives the statute of limitations in express reliance on the advice of counsel.

14. WesternGeco agrees that, if during the period this Agreement is in effect, it sells or merges all or substantially all of its business operations as they exist as of the date of this Agreement to or into a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement.

15. It is understood that this Agreement is binding on WesternGeco, its parent companies, subsidiaries, related entities, affiliates and divisions and their respective predecessors, successors and assigns, the USAO SDTX, and the governmental agencies involved in this investigation, but specifically does not bind any other federal agency, or any state or local law enforcement or licensing authority. Should a federal agency, or state or local law enforcement or licensing authority seek to bring an action against WesternGeco related to the

facts of this investigation, the USAO SDTX will bring the cooperation of WesternGeco and its compliance with its other obligations under this Agreement to the attention of that agency or authority, if requested by WesternGeco or its attorneys. This Agreement also excludes any natural persons.

16. WesternGeco and the USAO SDTX agree that this Agreement and the Statement of Facts may be publicly disclosed.

17. This Agreement sets forth all the terms of the agreement between WesternGeco and the USAO SDTX. No modifications or additions to this Agreement shall be valid unless they are in writing and signed by the USAO SDTX, WesternGeco's attorneys Fulbright & Jaworski L.L.P., and a duly authorized representative of WesternGeco.

On Behalf of the United States:

Donald J. DeGabrielle, Jr.
Donald J. DeGabrielle, Jr.
United States Attorney
Southern District of Texas

Date: June 16, 2006

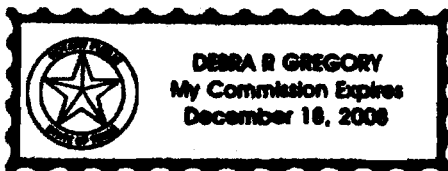
THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Donald J. DeGabrielle, Jr., the United States Attorney for the Southern District of Texas, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, for and on behalf of the United States of America.

SUBSCRIBED AND SWORN TO before me on this 16th day of June, 2006.



Debra R. Gregory
Notary Public

On Behalf of WesternGeco L.L.C.:



Hugh E. Tanner
Fulbright & Jaworski L.L.P.

Date: June 16, 2006

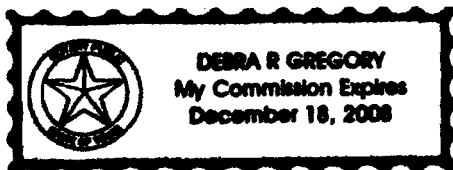
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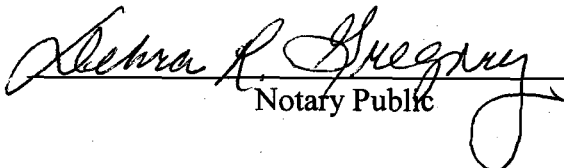
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BEFORE ME, the undersigned authority, on this day personally appeared Hugh E. Tanner, the duly authorized and appointed counsel for WesternGeco L.L.C., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, for and on behalf of WesternGeco L.L.C.

SUBSCRIBED AND SWORN TO before me on this 16th day of June, 2006.





Notary Public

ANNEX A:
STATEMENT OF FACTS

For purposes of resolving a criminal investigation by the United States Attorney's Office for the Southern District of Texas into WesternGeco's fraudulent practice in directing certain foreign employees to obtain United States visas by falsely representing to the United States the nature and/or place of employment in staffing WesternGeco's seismic vessels operating on the United States Outer Continental Shelf ("OCS"), the following statement of facts is set forth:

1. WesternGeco LLC is a Delaware corporation with its principal place of business at 10001 Richmond Avenue, Houston, Texas ("WesternGeco"). WesternGeco is a wholly owned subsidiary of Schlumberger Seismic, Inc. and Schlumberger Technology Corporation.
2. WesternGeco operated a number of seismic vessels on the OCS, specifically the Gulf of Mexico. The Outer Continental Shelf Lands Acts Amendment of 1978 ("OCSLA") provides, in brief, that vessels working on the OCS must be crewed by American citizens or lawful permanent resident aliens, unless those vessels have been exempted from this requirement by the U.S. Coast Guard. WesternGeco operated both exempt and non-exempt vessels on the OCS.
3. The Geco Snapper, Geco Dolphin, Geco Manta, Geco Marlin and Trailblazer were non-exempt vessels and commonly operated as a group referred to as OBC-1 (Ocean Bottom Cable-1 vessels).
4. Upon execution of the joint venture agreement forming WesternGeco in November 2000, the company, through its employees, continued a practice that began in or before January 2000, to staff non-exempt vessels operating on the OCS by assisting, and in some cases, directing its foreign employees to obtain and use visas by fraudulently representing to the United States the nature and/or place of employment of those foreign employees. This practice continued through 2004 and resulted in violations of the U.S. Immigration and Naturalization laws and the OCSLA.
5. WesternGeco employees sent by U.S. mail and by wire, sponsorship letters to certain foreign employees seeking visas to work on vessels operating on the OCS informing

them that their destination marine vessel, a non-exempt vessel, would be different from the marine vessel, an exempt vessel, identified in their sponsorship letter.

6. WesternGeco employees directed certain foreign employees seeking visas to work on vessels operating on the OCS to present to U.S. Department of State consular officers the sponsorship letters referenced in Paragraph 5, when in fact WesternGeco and the foreign employee knew that the destination vessel was different from the vessel specified for the visa.

7. When foreign employees complained about making misrepresentations to U.S. Department of State consular officers for their visas, WesternGeco employees told the foreign employees this was the only way the employees could get on the vessels for WesternGeco to perform work on the OCS.

8. WesternGeco also caused certain foreign employees to apply for C1/D crewman transit visas, which are designed to allow entry into the United States for 29 days to join a vessel which must depart U.S. waters to make a call on a foreign port, intending that those foreign employees would work onboard a non-exempt vessel for at least six weeks on the OCS.

9. WesternGeco was able to operate the OBC-1 vessels with greater flexibility and to fulfill their contract obligations by using rotating crews that included foreign employees.

10. WesternGeco's senior management learned of the visa fraud practices when a Houston manager reported the matter in early June 2002, following a warning by a Houston employee in March 2002 that the U.S. government may be conducting an investigation into the company's visa practices. Immediately upon learning this, WesternGeco's president directed that WesternGeco take all steps necessary to become fully compliant with U.S. visa laws and regulations. A couple of weeks later, a Houston employee incorrectly informed senior management that this directive had been successfully accomplished by obtaining exemptions for certain vessels operating on the OCS. Senior management wrongly believed that all vessels operating on the OCS were included among those vessels exempted. As a result, senior management took no further steps to stop the unlawful visa practices until WesternGeco received a federal grand jury subpoena in December 2004.

11. Thereafter, WesternGeco senior management took aggressive steps to comply with the law and to cooperate fully with the government's investigation. In addition, WesternGeco developed and implemented a comprehensive compliance program for immigration activities relating to business travel, work on the Outer Continental Shelf, and employment of foreign nationals in the U.S. to prevent recurrence of these or any similar unlawful visa practices.

12. The Government's investigation revealed at least 421 criminal violations of visa fraud involving foreign employees employed as crewmen aboard non-exempt vessels on the OCS between September 2000 and October 2004.

13. There are other matters known to the parties that are not included in this Statement of Facts.